

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION

DEMARIUS DEAN,)
vs.)
Plaintiff,)
vs.) CIVIL ACTION
STEPHEN SCHNOES, EQUINE) FILE NO.: _____
EXPRESS N.A., INC. and OLD)
REPUBLIC INSURANCE CO.,) DEMAND FOR JURY TRIAL
Defendants.)

NOTICE OF REMOVAL

Defendants Stephen Schnoes, Equine Express N.A., Inc. and Old Republic Insurance Co. (collectively referred to herein as the "Defendants"), specially appearing solely for purposes of this removal, file this Notice of Removal showing the Court as follows:

1.

Plaintiffs filed a civil action in the State Court of Houston County, Georgia, naming Defendants Stephen Schnoes, Equine Express N.A., Inc. and Old Republic Insurance Co. as defendants. *See Civil Action File No. 2021-V-53589 (Houston Cnty.).* Plaintiff alleges injuries stemming from a motor vehicle accident that allegedly occurred on October 26, 2019 on I-75 in Monroe County, Georgia. The entire state court file is attached hereto as Exhibit "A."

2.

At the time the Complaint was filed, Plaintiff was a citizen of the State of Georgia.

3.

At the time the Complaint was filed, Defendant Stephen Schnoes was a citizen of the State of Colorado.

4.

At the time of the filing of the Complaint, Equine Express N.A., Inc. was a corporation incorporated under the laws of the State of Texas with its principal place of business located therein. Therefore, Equine Express is deemed to be a citizen of the State of Texas for purposes of diversity jurisdiction.

5.

At the time of the filing of the Complaint, Old Republic Insurance Corporation was a corporation incorporated under the laws of the State of Delaware with its principal place of business located in the State of Illinois. Therefore, Old Republic is deemed to be a citizen of the States of Delaware and Illinois for purposes of diversity jurisdiction.

6.

In the Complaint, Plaintiff alleges that due to the motor vehicle accident he sustained serious injuries and has incurred medical expenses. Compl. ¶¶ 5.

7.

Plaintiff is seeking to recover past medical expenses and an unknown amount of additional special and general damages, including past and future actual damages and past and future pain and suffering. *Id.* ¶ 9.

8.

Although Plaintiff's complaint does not specify the amount of damages that he is seeking, Plaintiff's complaint does state that he has incurred medical expenses totaling in excess of \$40,070.17, which does not include his alleged future medical treatment, alleged property damage, or alleged pain and suffering. *Id.* ¶ 5, 9.

9.

In cases such as these, Defendants believe it is facially apparent that Plaintiff will be seeking damages in excess of \$75,000 associated with their alleged injuries stemming from the subject accident.

10.

As of the time of the filing of this removal, the amount in controversy more likely than not exceeds the jurisdictional limit of \$75,000, exclusive of interest and costs. *See Roe v. Michelin North America, Inc.*, 613 F.3d 1058 (11th Cir. 2010).

11.

Based on Plaintiff's allegations in the Complaint, Plaintiff's alleged injuries, medical expenses alleged to be related to the subject incident, pain and suffering alleged to be related to the subject incident, and alleged property damage, the total of the alleged special and general damages at issue in this matter exceeds the amount in controversy requirement for removal to this court, and the jurisdictional prerequisite is therefore satisfied. There is diversity of the parties at the time of this removal, which satisfies the remaining requisite elements of jurisdiction and entitles Defendants to remove this action to the United States District Court for the Middle District of Georgia, Macon Division, pursuant to 28 U.S.C §§ 1332 and 1446.

12.

The foregoing action is properly removable to this Court pursuant to 28 U.S.C. § 1441(a), 28 U.S.C §§ 1446(a) and (b) and, in accordance with U.S.C. § 1332(a), there being a complete diversity of citizenship between Plaintiffs and Defendants, and the amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.

13.

Now, within thirty days after the receipt by Defendants of the document indicating that the amount in controversy has been met and thus making the case removable to this Court, notice is hereby given, in accordance with 28 U.S.C. § 1446 and pursuant to Rule 11 of the Federal Rules of Civil Procedure, of the removal of said action to this Court.

14.

Written notice of the filing of this Notice of Removal will be given to all parties as required by 28 U.S.C § 1446.

15.

A true and correct copy of this Notice of Removal will be filed with the Clerk of the Superior Court of Houston County, Georgia, as required by 28 U.S.C § 1446.

WHEREFORE, Defendants pray that the above-captioned lawsuit be removed to the United States Court for the Middle District of Georgia, Macon Division.

Respectfully submitted, this 12th day of November, 2020.

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*Attorneys for Defendants Stephen Schnoes,
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Insurance Co.*

CERTIFICATE OF SERVICE

This is to certify that on November 12, 2020, I served a copy of the foregoing **NOTICE OF REMOVAL** with the Clerk of Court using the CM/ECF filing system, which will automatically send email notification of such filing and via U.S. First Class Mail to the following attorney of record:

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